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England - Parliament [Bills. - II George II]



Read 5 Dec 1754

Enacted 28 Geo II. Private Acts, c. 22.

*A BILL to confirm and establish an Agreement
for Dividing and Inclosing several Fields, Mea-
dows, Pastures, Moors, and Greens, in the
Lordship of Stillingfleet, in the County of
York; and for settling certain yearly Pay-
ments to the Impropriators of the Rectory, and
to the Vicar, of Stillingfleet aforesaid, in lieu
of the great and small Tythes belonging to the
said Rectory and Vicarage.*

 *Whereas by Articles of Agreement indented, bearing Date
the Eighth Day of December, in the Twenty-seventh Year
of the Reign of his present Majesty King George the Second,
and in the Year of our Lord One thousand Seven hundred
and Fifty-three, and made, or mentioned to be made, be-
tween Eaton Mainwaring Ellerker, of Risby, in the County
of York, Esquire, Lord of the Manor of Stillingfleet, in the same County, and
Owner of divers Lands, Tenements, and Hereditaments, there, and also Under-
lessee of James Moyser, late of Beverley, in the County of York, Esquire,
deceased, for the Term of One hundred Forty-nine Years, of the Rectory of
Stillingfleet, and Glebe-Lands and Tythes in Stillingfleet aforesaid, there-
to belonging, who was Lessee, for Three Lives, of the said Rectory, under
the Dean of the Cathedral and Metropolitcal Church of Saint Peter, in
York, and the Chapter of the same Church, of the First Part; the Right
Worshipful John Fountayne, Doctor of Divinity, Dean of the said Ca-
thedral*

thedral and Metropolitcal Church of *Saint Peter*, in *York*, and the Chapter of the same Church, Owners of the Fee-simple and Inheritance of the Rectory of *Stillingfleet* aforesaid, and of the great Tythes there, in Trust for the Schoolmaster of the Free Grammar-School in the *Horsefair*, near the City of *York*, for the Time being, of the Second Part; the Reverend *Zachariah Blake*, Schoolmaster of the said Free School, of the Third Part; and Sir *Ralph Milbank*, of *Halnaby*, in the said County of *York*, Baronet, *Hewley Baines*, of *Bell-Hall*, in the said County, Esquire, the Reverend *Robert Potter*, Vicar of *Stillingfleet* aforesaid, *William Richardson*, of *Stillingfleet* aforesaid, Yeoman, and *Mary* his Wife, *Edward Turner*, of the same Place, Yeoman, and *Jane* his Wife, *Elizabeth* and *Ninah Bell*, Infants, Daughters of the said *Jane*, *William Pawson*, of *Oporto*, in the Kingdom of *Portugal*, Merchant, and *Joseph Simpson*, of the City of *York*, Linendraper, Freeholders and Copyholders of divers Lands, Tenements, and Hereditaments, in *Stillingfleet* aforesaid, of the Fourth Part; reciting, That there are, in the Lordship of *Stillingfleet* aforesaid, Six arable Fields called the *Farr Field*, the *Mill Field*, the *Garth-End-Field*, *Clow-Field*, the *Gawtrees-Field*, and the *Thistle-Barff Field* which lie open and uninclosed, and consist of Forty Oxgangs of Land and some odd Acres, and belong to the several Parties above-named, in the several Proportions following; that is to say, The said *Eaton Mainwaring Ellerker* hath, in his own Right, Thirty-one Oxgangs and Three Quarters, and, as Under Lessee of the said Rectory, One Oxgang and an Half, and Two Flats, containing about Four Acres apiece, one in the *Garth-End-Field*, and the other in the *Clow-Field*, being the Glebe belonging thereto; the said Sir *Ralph Milbank* hath Two Oxgangs and One Quarter the said *Hewley Baines* hath One Oxgang; the said *Robert Potter* hath Half of One Oxgang, as Vicar of *Stillingfleet* aforesaid, being the Glebe belonging to the said Vicarage there; the said *William Richardson*, and *Mary* his Wife, have Two Oxgangs; the said *Jane Turner*, as Guardian and in Right, of her said Daughters, hath Six Acres; the said *William Pawson* hath One Oxgang; and the said *Joseph Simpson* hath about Six Acres and an Half, all lying dispersedly in and through the said Fields and further reciting, That there are also, in the said Lordship, Three stinted Pastures called the *Long Lands*, the *Keys Bank*, and *Woody Pasture* and the Owners of Oxgangs above-mentioned, annually, from *Lady-day* to *Michaelmas-day*, stock in the *Long Lands*, for every Oxgang, Two Gates and proportionably for a lesser Quantity of Ground; and, in the *Keys Bank* One Gate to an Oxgang one Year, and a Gate in the *Woody Pasture* next Year in lieu of it, and so alternately every other Year; but the said *Joseph Simpson*, and *Jane Hasslegrave* (in behalf of her said Daughters), have a Right to stock the said *Keys Banks* and *Woody Pasture*, neither of them having so much Land as to make up an Oxgang, and, from *Michaelmas-day* to *Lady-day*, all the said Pastures are common for all Persons having Right of Common to stock the same, and every one stocks as much as pleases therein; and also reciting, That there are, in the said Lordship, Three Pieces of Meadow-Ground called the *Ings Meadow*, the *Twin*
Mare

Marsh, and the *North Marsh*, in each of which the Owners of Oxcgangs aforesaid have distinct and known Parts and Shares, except in the *Twings Marsh*, the Hay and Fogg whereof belongs to the said *Eaton Mainwaring Ellerker*; and that there is also a Piece of Meadow lying in the said *Ings*, containing Five Acres, which was long ago allotted in lieu of the Tythe of the rest of the *Ings Meadow* and *Long Marsh*, except of One Acre, Part of the said *William Richardson* and *Mary* his Wife's Share in the said *Ings Meadow* and *North Marsh*, and a Parcel of Meadow in the said *Ings* called *Mrs. Dickinson's Odds*, which, with the One Acre of the said *William Richardson*, and *Mary* his Wife, pays Tythe in Kind, and that the said *Twings Marsh* also pays Tythe in Kind; and, from *Michaelmas* to *Lady-day* in every Year, the said Three Meadows are common, and every Proprietor therein turns in as many Cattle as he pleases; and also reciting, That there are, in the said Lordship, Four other Pieces of Ground, Moors, or Greens, distinguished by the several Names of the *Large Moor*, the *Lyer Green*, the *Clow Green*, and the *Little Green*, or *Little Moor*, wherein not only the Owners aforesaid of Oxcgangs, but every one who hath a Messuage or Cottage, in *Stillingfleet* aforesaid, hath an unstinted Right of Common all the Year; and also reciting, That there are Fifty-two Commons, claimed in Right of Messuages and Cottages, in the said Four last-mentioned Pieces of Ground, whereof Forty-one belong to the said *Eaton Mainwaring Ellerker* in his own Right, and Four more in Right of the said Rectory; and, of the remaining Seven, the said *Sir Ralph Milbank* hath Two, the said *Hewley Baines* One, the said *William Pawson* One, the said *William Richardson*, and *Mary* his Wife, One, the said *Joseph Simpson* One, and the said *Robert Potter* One, in respect of the Vicarage-house in *Stillingfleet* aforesaid; and also reciting, That the said *Eaton Mainwaring Ellerker* hath Five Acres of Meadow lying in the *Ings*, in respect of his Glebe; and hath also several Gares of Pasture in the *Long Lands*, over and above what he has in respect of his Thirty-one Oxcgangs and Three Quarters above-mentioned, and for which Gares he stocks, in the said *Long Lands*, Half a Gate in every Year; and also reciting, That there are Two Acres of Land lying in the Fields, which have been usually lett by the Vicar, and the Rents and Profits thereof applied in buying Bread to be distributed amongst the Poor; and also reciting, That there are several Parcels of Meadow called the *Common Grass*, which have Time out of mind been lett by the Bylawmen of *Stillingfleet* aforesaid, and the Rents thereof have been applied for repairing the Gates and Rails over the *Clows*, and other publick Uses within the said Town, and lie as follows; to wit, In the *Clow-Field*, Four Acres called *Manwit*; in the *Garth-End*, Three Balks, containing about One Acre; in the *Mill field*, *Farr-Field*, and *Gawtrees-Field*, One Balk each, containing about One Acre more, and has been lett at about Fifty Shillings a Year, and always paid Tythe in Kind; and also One Acre of Meadow in the *Ings* called the *Bull Acre*, which was usually given to the Constable every Year, towards the Maintaining of a Bull; and further reciting, That by Indenture, bearing Date the Twenty-fourth Day of *June* One thousand Seven hundred and Thirty-eight,

eight, made between *Richard Osbaldeston*, Doctor of Divinity, then Dean of the said Cathedral and Metropolitan Church of *Saint Peter*, in *York*, and the Chapter of the same Church, of the First Part; the said *James Moyser*, of the Second Part; and *John Campney*, of *Appleton Roebuck*, in the County of *York*, Yeoman; and *William Flint*, of *Stillingfleet* aforesaid, Yeoman, of the Third Part; the same Dean and Chapter did grant and demise unto the said *James Moyser* all that their Rectory, Parsonage, or Mansion-place, of *Stillingfleet* aforesaid, with all the Portions of *Moorby*, *Acaster*, and *Kelfield*, to the said Rectory, Parsonage, or Mansion-place, belonging, with all Houses, Barns, Glebes, Tythes, Profits, Advantages, Emoluments, and Commodities, to the said Rectory, Parsonage, or Mansion-place, belonging, or in any-wise appertaining (the Patronage, Advowson, Gift, and Presentation, of the Vicarage of *Stillingfleet* aforesaid, excepted), to hold to the said *James Moyser*, and his Heirs, during Three Lives therein mentioned (and all now in being), and the Life of the longest Liver of them, under the Rents and Covenants therein reserved and contained; and also reciting, That the said *James Moyser* did afterwards, by Indenture, bearing Date the Second Day of *August*, in the Year of our Lord One thousand Seven hundred and Fifty-one, for the Considerations therein mentioned, demise unto the said *Eaton Mainwaring Ellerker* all the said Rectory, Parsonage, or Mansion-place, of *Stillingfleet* aforesaid (except the said Portions of *Acaster* and *Kelfield*), and all Houses, Barns, Glebes, Tythes, Profits, Advantages, Emoluments, and Commodities, of him the said *James Moyser*, to the said Rectory, Parsonage, or Mansion-place (save as aforesaid), belonging, or in any-wise appertaining, or therewith demised and letten, situate and being, arising, renewing, or payable, in *Stillingfleet* and *Moorby* aforesaid, or the Territories thereof, which were so demised to him the said *James Moyser*, to hold unto the said *Eaton Mainwaring Ellerker*, his Executors, Administrators, and Assigns, from the First Day of *May* which should be in the Year of our Lord One thousand Seven hundred and Fifty-two, unto the full End and Term of One hundred and Forty-nine Years from thence next ensuing, if the said Three Lives, or any of them, should so long live; and, if not, for so many Years, next after the Decease of the Survivor of them, as any Representative of the said *James Moyser*, or any claiming or to claim the said thereby demised Premises under him, should continue to be Lessee or Lessees thereof under the Dean and Chapter of the said Cathedral Church, under the Rents and Covenants therein mentioned: It was agreed by the said Articles, That, for the better improving the several Estates and Interests of the several Proprietors of Lands within the said Lordship of *Stillingfleet* above-named, in the said Fields, Pastures, Meadows, Greens, and Moors, and for the fixing and settling a Composition, to be paid, in Money, to the said *Eaton Mainwaring Ellerker*, and the Possessors, for the Time being, of the said Rectory, and Tythes and Dues, in *Stillingfleet* aforesaid, thereto belonging, in Lieu, and full Satisfaction and Discharge, of the great Tythes to come, grow, renew, or arise, in, upon, or out of, the said Fields, Pastures, Meadows, Greens, and Moors, then

then and now tythable, and all the ancient Inclosures within the said Lordship of *Stillingfleet*, or any of them; and for the vesting and settling Lands upon the said *Robert Potter*, and his Successors, in lieu of the small Tythes due to them, as Vicars of *Stillingfleet*, the several Shares, Parts, and Proportions, of the said several Proprietors of and in the said several Fields, and Meadows, should be thrown into an Average, and a new Division be made thereof; and that the said several Pastures, Greens, and Moors, should likewise be divided amongst the said Proprietors, in proportion to their said respective Common Rights and Interests therein, in lieu of such Common Right; and that the Share or Shares, or Allotments, of every Proprietor in all the said Fields, Meadows, Pastures, Greens, and Moors, should be inclosed and fenced off, that the said Proprietors might respectively hold and enjoy their several Shares and Allotments in the said Fields, Meadows, Pastures, Greens, and Moors, in Severalty for ever, free from all Common Right therein: And it was thereby further agreed, That, from and after the First Day of *May* next, after the Award herein after-mentioned shall be made, there should be raised and paid to the said *Eaton Mainwaring Ellerker*, his Executors, Administrators, and Assigns, during the Continuance of his and their Estate and Interest in the said Rectory of *Stillingfleet*, and the Tythes of *Stillingfleet* and *Moorby* aforesaid, under the said Lease made by the said *James Moyser*, one annual Composition-rent of Ninety-two Pounds Ten Shillings; and, from and after the Determination thereof, to the said Dean and Chapter of the said Cathedral Church, for the Time being, and their Successors, Lessees, and Assigns, one annual Composition-rent of One hundred and Thirty Pounds, to be issuing out of the several Shares and Allotments in the said Fields, Meadows, Pastures, Greens, and Moors, of all the said Proprietors (except of the several Shares to be allotted to the said *Eaton Mainwaring Ellerker* and *Robert Potter*, respectively, in respect of the Glebe and small Tythes, and other Lands and Interests to them respectively belonging, in Right of the said Rectory and Vicarage, as aforesaid), in Proportion to be settled in manner therein and herein after-mentioned, in Lieu and full Satisfaction and Discharge of all the great Tythes, and Tythe-Wool, then and now payable and belonging to the said Rectory, coming, growing, arising, or renewing, in, upon, or out of the said Fields, Meadows, Pastures, Greens, and Moors, and old Inclosures, or any of them, or elsewhere, within the said Lordship of *Stillingfleet*; such several Proportions of the said Rents to be paid at the Times and in Manner therein and herein after-mentioned.

And whereas the said Inclosure and Division will tend to the publick Good, as well as to the mutual Advantage of all Persons interested in the said Fields, Meadows, Pastures, Greens, and Moors (their several Shares in the said Fields and Meadows now lying so intermixed, and in so many different Places, that they are not capable of any Improvement, and their several Interests and common Rights in the said Pastures, Greens, and Moors, being of little Value, as the same are now, and have heretofore been, used and enjoyed); **Yet**, by reason of the Infancy, or other Disability, of some of the Parties to the said Articles, or some other Difficulties that may arise, the same cannot be effected, nor the said several Composition-rents be established, without the Aid and Authority of Parliament;

May it therefore please Your MAJESTY,

At the humble Suit and Request of your Majesty's most dutiful Subjects, the said *Eaton Mainwaring Ellerker*, *John Fountayne* Dean of the said Cathedral and Metropolitane Church, and the Chapter of the same Church, *Zachariah Blake*, Sir *Ralph Milbank*, *Hewley Baines*, *Robert Potter*, *William Richardson*, and *Mary* his Wife, *Edward Turner*, and *Jane* his Wife, *Elizabeth Bell*, *Ninah Bell*, *William Pawson*, and *Joseph Simpson*, That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and every the Owners, Proprietors, and Persons, interested in the said Fields, Meadows, Pastures, Greens, and Moors, and all and every the Owners and Proprietors of and in the ancient Inclosures within the said Lordship of *Stillingfleet*, and their and each and every of their Heirs, Successors, Executors, Administrators, and Assigns, shall, from and after

next after the Making of the Award herein after-mentioned by the Commissioners herein after-appointed, for ever hold and enjoy their severall and respective Parts, Shares, and Interests, which they now respectively have, or which shall be to them severally allotted, as herein after is mentioned, in the said Fields, Meadows, Pastures, Greens, and Moors; as also their said ancient Inclosures within the said Lordship of *Stillingfleet*, discharged and free of all great and small Tythes, which shall or might, if the said Articles and this present Act had not been made, after the said arise or become due and payable to the said *Eaton Mainwaring Ellerker*, his Executors, Administrators, or Assigns, or to the said Dean and Chapter, their Successors, Lessees, or Assigns, or any of them, in Right of the said Rectory; and that, in Lieu and Satisfaction of the said great Tythes, there shall be, from and after the said paid to, and accepted by, the said *Eaton Mainwaring Ellerker*, his Executors, Administrators, and Assigns, during the Continuance of his and their Estate and Interest in the said Rectory of *Stillingfleet*, and the Tythes of *Stillingfleet*, under the said Lease made by the said *James Moyser*, as aforesaid, One annual Composition-rent of and, from and after the Determination of such his and their Estate and Interest, there shall be paid to, and accepted by, the said Dean and Chapter of the said Cathedral Church, for the Time being, and their Successors, Lessees, and Assigns, one annual Composition-rent of both the said Rents to be issuing and going out of all the said Fields, Meadows, Pastures, Greens, and Moors, and out of all the ancient Inclosures in the said Lordship of *Stillingfleet*, of the said Proprietors (Other than and except the Glebe and other Lands and Interests respectively belonging to the said *Eaton Mainwaring Ellerker* and *Robert Potter*, in Right of the said Rectory and Vicarage, as aforesaid, or such other Lands as, upon the said intended Inclosure and Division, shall be set forth and allotted to them respectively, in lieu of such Glebe and other Lands and Interests), and to be paid, and payable, by the

the said several Owners and Proprietors out of their several and respective Shares in the said Fields, Meadows, Pastures, Greens, and Moors, to be allotted as herein after is mentioned, and out of their respective ancient Inclosures in the said Lordship of *Stillingfleet*, and in such several Proportions as the Commissioners herein after nominated and appointed, or any of them, shall order, direct, and appoint, at the Two usual Feasts or Days in the Year following; that is to say, at
in Winter, and the

by equal Portions; the First Payment of the said Composition-rent of _____ to begin and be made at the Feast of _____ in Winter, which shall first happen after the Making of the said Award; and the First Payment of the said annual Composition-rent of _____ to begin and be made at such of the said Feasts as shall first happen next after the Determination of the Estate and Interest of the said *Eaton Mainwaring Ellerker*, his Executors, Administrators, and Assigns, under the said Lease made as aforesaid by the said *James Moyser*.

And be it further Enacted, by the Authority aforesaid, That if any Share or Shares, Proportion or Proportions, of the said annual Composition-rents of _____ and

or either of them, to be charged upon any of the said Proprietors, as aforesaid, or any Part or Parts of such Share or Shares, Proportion or Proportions, shall happen to be behind or unpaid after any of the said Feasts or Days of Payment, hereby appointed for the said respective Rents; then, and so often, it shall and may be lawful to and for the said *Eaton Mainwaring Ellerker*, his Executors, Administrators, and Assigns, and the Dean and Chapter of the said Cathedral Church, for the Time being, and their Successors, Lessees, and Assigns, respectively, according to their several Estates and Interests in the said Rectory, to _____ in such specifick Part and Parts of the Lands and Tenements in the said Lordship of *Stillingfleet*, which shall be charged with such Share and Proportion of the said respective Rents, which shall be so behind or unpaid, respectively, or into any Part thereof, respectively, or any other Lands of the Owners or Occupiers of such specifick Part and Parts in *Stillingfleet*; and the

so always Provided, That the for any Part or Share of either of the said annual Composition-rents, or Sums, be made and taken on the Lands charged with such Part or Share, or on the Lands of the Person or Persons from whom such Part or Share of the same annual Composition-rent, or Sum, shall be due and in Arrear; and that the Lands of one Person or Owner be not liable to _____ for the Arrears of any Part or Share of either of the said annual Composition-rents, or Sums, due, or to grow due, from any other Person or Owner.

Provided always, and it is hereby Enacted, That if any Tenant or Tenants within the said Lordship of *Stillingfleet* shall happen to leave, or go off, their, or his, or her, respective Farm or Farms at _____ next after the Making of the Award, to be made by the Commissioners herein

herein after-appointed, or at next foregoing, or at any time betwixt those Days; and such Tenant or Tenants shall have, according to the Course of Husbandry there, a Summer Crop, or Crops, following him, her, or them; then, and in such Case, the respective Landlord of every such off-going Tenant shall take the great Tythes in Kind of such Crop or Crops of such his or their Tenant or Tenants (by reason no can be made on him, her, or them, for the Half-year's Tythe-rent next following); unless such off-going Tenant or Tenants shall otherwise agree for such his, her, or their Tythes, with his, her, or their, respective Landlord or Landlords.

And be it further Enacted, by the Authority aforesaid, That

Commissioners nominated in the said Articles, and made by this Act, or any of them, shall have full Power and Authority to take, or cause to be taken, in Writing, a full, true, exact, and distinct, Survey and Admeasurement of all and every the said Fields, Meadows, Pastures, Greens, and Moors, within the said Lordship of *Stillingsfleet*, so intended to be divided and inclosed, as aforesaid, and of each and every of the said Proprietors Share, Interest, and Proportion, in each and every Fall and Flat in each and every of the said Fields and Meadows; and with full Power and Authority for them, or any of them, to divide, allot, set forth, and assign, by Metes and Bounds, unto each and every of the said Proprietors and Persons interested in the said Fields, Meadows, Pastures, Greens, and Moors, as aforesaid, their and each and every of their respective Shares, Parts, and Proportions, of the said Fields, Meadows, Pastures, Greens, and Moors, so intended to be divided and inclosed, in such Parts and Places there, as the said Commissioners or Agents, or any of them, shall, in their Judgment, think most equal and convenient, in Lieu and Satisfaction of their respective Parts, Shares, and Interests, in the said Fields, Meadows, Pastures, Greens, and Moors, which they now respectively have and enjoy, and to the said *Robert Potter*, and his Successors, in lieu of small Tythes out of the Commons and Moors only; the said Commissioners having regard, in such Allotments, as well to the Quantity and Quality of each particular Person's Share and Interest, which he now hath, as to the Quantity and Quality of the Lands to him, her, or them, respectively to be allotted, and to the annual Value of the small Tythes due to the said *Robert Potter*, as they have been, one Year with another, for Years last past; and not giving to any of the said Proprietors, or Persons interested, as aforesaid, any undue Preference, in respect of any Allotments, which are to be made without Partiality; and so as the several new Allotments of each Person and Persons be laid as near to their respective old Inclosures as can conveniently be; and also with full Power and Authority for the said Commissioners, or any of them, to assign, proportion, ascertain, and direct, what Sum or Sums of Money each particular Person, in respect of such Allotment or Allotments, and of his or her ancient Inclosures in the said Lordship of *Stillingsfleet*, shall pay annually out of the same to the said *Eaton Mainwaring Ellerker*, his Executors, Administrators, and Assigns, during the

the Continuance of his and their Estate and Interest in the said Rectory of *Stillingfleet*, and great Tythes in *Stillingfleet* aforesaid, under the said Lease made by the said *James Moyser*, as aforesaid, towards making up the said annual Composition-rent of _____ and, from and after the Determination of such his and their Estate and Interest, to the Dean and Chapter of the said Cathedral Church, for the Time being, and their Successors, Lessees, and Assigns, towards making up the said annual Composition-rent of _____ in which the said Commissioners shall have a strict Regard to the Value of each particular Person's Allotment in the said Fields, Meadows, Pastures, Greens, and Moors, and of his or her other ancient Inclosures in the said Lordship of *Stillingfleet*; and also with full Power and Authority to set forth all manner of Ways, both publick and private, within the said Fields, Meadows, Pastures, Greens, and Moors, and all the Ditches, Fences, Bridges, Gates, and Stiles, that are to be made in or upon the same, upon the Inclosure thereof; and how, and by whom, and in what time, the same shall be made, and thereafter cleansed and repaired; and also to set forth, distinguish, and ascertain, what Lands or Grounds in the said Fields, Meadows, Pastures, Greens, and Moors, are or shall be allotted to any of the said Proprietors, in respect or in lieu of the Copyhold Lands or Tenements in the same Lordship, by them respectively held or enjoyed of or under the said *Eaton Mainwaring Ellerker*, as Lord of the said Manor of *Stillingfleet*, by Copy of Court-roll, at the Will of the Lord, or any of them; and also to value, ascertain, and direct, how much shall be paid to each Tenant or Owner for Damage which shall be done by cutting any Ditches on another Person's Wheat or Barley Land, or for Standing of Wheat or Barley by Tenants to the Owners; and also to set forth, order, and do all and every other Matter and Thing necessary for the perfecting and completing the said Division and Inclosure, according to the true Intent and Meaning of this Act, as to them the said Commissioners, or any _____ of them, shall seem meet, so as the said Commissioners or Agents, or any _____ of them, do make their Award and Determination upon the Matters and Things to them hereby referred, in Writing under their Hands and Seals, on or before the _____

And be it further Enacted, by the Authority aforesaid, That such Shares, Parts, Proportions, and Allotments of _____ and in the said Fields, Meadows, Pastures, Greens, and Moors, as shall be set out and allotted by the said Commissioners, or any _____ of them, as aforesaid, shall be

to all and every the said Owners and Proprietors, and their and every of their respective Heirs, Executors, Administrators, Successors, and Assigns, and shall be respectively accepted by them, by signing and sealing the Award to be made by the said Commissioners, or any _____ of them, as aforesaid, or a Counter-part thereof; and that each and every of the said Owners and Proprietors shall and may hold and enjoy his, her, and their Part, Share, Proportion, and Allotment, in Severalty, freed and discharged of _____ and from all Claim or Right of Common; and shall have the same or like Estate and Interest in such his, her, or their Share, Part, Proportion, or Allotment, so to be allotted (when allotted), as he, she, or they,

they, respectively, hath or have in the Lands or Common Right, in respect and place whereof such Allotments are to be made, without any Claim, Title, or Disturbance, to be made or given one to another by any of the Owners, Proprietors, or Persons interested, as aforesaid, in the said Fields, Meadows, Pastures, Greens, and Moors, or any other claiming, or to claim, by, from, or under them, or any of them, their or any of their Heirs, Successors, or Assigns; but, nevertheless, the said several Shares, Parts, Proportions, and Allotments (except what shall be allotted to the said *Eaton Mainwaring Ellerker* and *Robert Potter*, respectively, in respect only of the Glebe or other Lands respectively belonging to the said Rectory and Vicarage, and the small Tythes of the said Vicarage), shall be subject to, and charged with, such annual Sum or Sums of Money, as the said Commissioners, or Agents, or any of them, shall direct and appoint, as aforesaid, for and towards making up the said respective annual Composition-rents, or Sums of
and
to be paid as aforesaid.

Provided always, and be it further Enacted, by the Authority aforesaid, That the Lands or Grounds in the said Fields, Meadows, Pastures, Greens, and Moors, which shall be allotted, as aforesaid, to any of the said Proprietors in lieu or in respect of any Lands or Tenements now belonging to such Proprietor respectively, which are Copyhold, shall, from and for ever after such Award shall be made, as aforesaid, be deemed to be Copyhold (though the same were before Freehold), and shall be held by and under the same Tenure, Rents, Customs, and Services, of the Lord of the same Manor of *Stillingfleet*, as the Copyhold Lands or Tenements, in lieu or in respect whereof such Allotments shall be made, are now held; and that the Lands or Tenements in the said Fields, Meadows, Pastures, Greens, and Moors, which are now Copyhold, held of the said Lord, and which shall be allotted, as aforesaid, to any of the said Proprietors, in lieu or in respect of any Lands or Tenements now belonging to such Proprietor respectively, which are Freehold, shall, from and for ever after such Award shall be made, as aforesaid, be deemed to be Freehold (though the same were before Copyhold), and shall be held by and under the same Tenure, Rents, Customs, and Services of the Lord of the same Manor of *Stillingfleet* aforesaid, as the Freehold Lands or Tenements, in lieu or in respect whereof such Allotments shall be made, are now held; saving and except such customary Right of Common in the said Fields, Meadows, Pastures, Greens, and Moors, or any of them, which now belong to any of the said Freehold or Copyhold Lands or Tenements; which Right of Common is hereby Declared and Enacted to be utterly, and for ever, extinguished and destroyed, from the time that such Award shall be made, as aforesaid.

Provided always, and be it Enacted, by the Authority aforesaid, That the said *Eaton Mainwaring Ellerker*, his Executors, Administrators, and Assigns, and the Dean and Chapter of the said Cathedral Church, and their Successors, Lessees, and Assigns, shall have the said Five Acres now belonging to the said Rectory, as aforesaid, or a Proportion of Lands elsewhere, in lieu thereof, continued or allotted to them, over and above the said respective annual Composition-rents; and that the said *Robert Potter*,
and

and his Successors, Vicars of *Stillingfleet* aforesaid, shall, in lieu of the Two Acres lett by the Vicar, for the Time being, to buy Bread to be distributed amongst the Poor, have a proportionable Allotment made to him and them elsewhere, over and above the Allotment to be made to him, in lieu of his Half Oxcang and small Tythes, and his Right of Gates in the Pasture called *The Longlands*, and his Right of Common in *The Large Moor*, *The Lye Green*, *The Clow Green*, and *The Little Green*, in Right of his Half Oxcang and Vicarage-house.

Provided also, and be it further Enacted, That the several Parcels of Ground, usually lett as aforesaid by the Bylawmen of *Stillingfleet* aforesaid, shall be thrown into an Average with the Lands adjoining, and allotted to such of the Proprietors aforesaid, as the said Commissioners, or any of them, shall think fit; and that Lands of equal Value, lying together, shall be by them allotted to be lett by the Bylawmen aforesaid, for the same Purposes as the Lands aforesaid, now lett by them, have usually been lett.

And be it further Enacted, by the Authority aforesaid, That, before any Meeting of the said Commissioners authorized by this Act to put the same in Execution, as to the Division and Allotment of the said Fields, Meadows, Pastures, Greens, and Moors, and proportioning the said several Composition Tythe-rents, Notice in Writing under their Hands, or under the Hands of any of them, shall be given and published,

where and when the said Commissioners, or any of them, intend to meet, in order to put this Act in Execution, as aforesaid; and such Notice shall be given at least before such Meeting: And when and after such Commissioners, or any of them, shall have met according to such Notice, such Commissioners, or any of them, so met, are hereby impowered and authorized to adjourn, and continue such Meeting by Adjournments, from time to time, for the due Execution of this Act, without any other Notice to be given: But if any Meeting of the said Commissioners shall be, and such Meeting shall not be continued by Adjournment, then such Notice as aforesaid shall be given from time to time, as is herein before directed, before any other such Meeting of the said Commissioners shall be, in order further to put this Act in Execution.

And be it further Enacted, by the Authority aforesaid, That if any or more of the said Commissioners shall happen to die, or refuse to act under the Authority hereby in him and them invested, before any Award and Determination shall be made and finished by them, or any of them, as aforesaid, then the Survivors or Survivor of the said Commissioners, or such of them as shall be willing to act, as aforesaid, shall elect and choose, from time to time, within after the Death of each Commissioner, or after each Commissioner's refusing to act, as aforesaid, some other proper Person or Persons, not interested in the said Lordship of *Stillingfleet*, who shall be Commissioner or Commissioners, Agent or Agents, in the place or places of such Commissioner or Commissioners, Agent or Agents, who shall die, or refuse to act, as aforesaid; and such Person or Persons, so to be elected and chosen, shall and may act,

act, and have the same and like Powers and Authority in the Premises, as the Commissioner or Commissioners in whose place or places he or they shall succeed are hereby invested with; and in the mean time, or in Default of such Election, the surviving or acting Commissioners (if there shall be more than One) shall proceed in and about completing and finishing the said intended Division and Inclosure, and in executing all other the Powers hereby vested in, or given to, the Commissioners hereby nominated and appointed.

And be it further Enacted, by the Authority aforesaid, That the Charges and Expences in and about the soliciting and obtaining this Act, and in and about the making and executing the said recited Articles, and the Charges and Expences of surveying and measuring the said Fields, Meadows, Pastures, Greens, and Moors, and of inclosing the Lands to be allotted to the said *Eaton Mainwaring Ellerker*, and *Robert Potter*, respectively, in respect of the Glebes to them respectively belonging, as aforesaid, and of the Lands to be allotted to the said *Robert Potter* in lieu of the small Tythes, and for the buying Bread for the Poor, and of the Lands to be allotted in lieu of the Lands now usually lett by the Bylawmen of *Stillingfleet* aforesaid; and all the Charges of the said Commissioners in and about the making their said Award, and inrolling the same, as herein after-mentioned, and all other incidental Charges and Expences whatsoever, for or by reason of the said intended Division and Inclosure, and in carrying the said Articles into Execution; shall be jointly borne and paid by every respective Owner or Owners, or Persons interested in the said Fields, Meadows, Pastures, Greens, and Moors, their Guardians or Trustees, by

upon all the said Fields, Meadows, Pastures, Greens, and Moors, so intended to be inclosed and divided, according to the Value of their respective Shares thereof, to be settled by the said Commissioners, or any of them, which the said Commissioners, or any of them, are hereby impowered to make: And in case any Owner or Owners shall refuse or neglect to pay his or their Proportion or Proportions of such Charges and Expences so to be settled by the said Commissioners, or any

of them, within a Time to be limited by them, to such Person or Persons as they shall appoint; then the said Commissioners, or any of them, may, by Warrant under their Hands and Seals, cause the same to be

of the Proprietor or Proprietors respectively refusing or neglecting to pay the same, as aforesaid, rendering the Overplus, if any, to the Owner or Owners of such Goods and Chattels (the reasonable Charges in and about every such being first deducted and paid); but the said annual Composition-rents of and

or either of them, or any Part of them, or either of them, or the said *Eaton Mainwaring Ellerker*, his Executors, Administrators, or Assigns, or the Dean and Chapter of the said Cathedral Church, or their Successors, Lessees, or Assigns, or any of them, for or in respect of the said Composition-rents, or either of them, or of any Land they now have belonging to the said Rectory, or which shall be assigned or allotted to them in lieu of the Lands they now have in the said Lordship of *Stillingfleet*, belonging to, or Parcel of, the said Rectory; or the said *Robert Potter*, or his Successors or

or Assigns; or the said Bylawmen, in respect of the Lands now lett by them or to be allotted to them, as aforesaid; shall not be charged or chargeable with, or contribute to, any the Charges or Expences aforesaid.

Provided always, and it is hereby Enacted, by the Authority aforesaid, That Executors in Trust, Guardians, Husbands, or Trustees, of or for any Person or Persons under Age, or otherwise incapable by Law to accept such Allotments as shall be made by the said Commissioners, or any of them, shall be, and are hereby, required and enabled to accept thereof, for and to the Use of such Person or Persons; and such Acceptance shall be, and is hereby declared to be, as valid and effectual, as if the said Persons had been of Age, or capable of acting for themselves, and had accepted the same.

And be it further Enacted, by the Authority aforesaid, That this Act, or any thing herein contained, shall not extend, or be construed, deemed, or taken, to revoke or make void, or in any-wise to alter, any Deed or Deeds, Will or Wills, Settlement or Settlements, Limitation or Limitations, Charge or Charges, or Incumbrances whatsoever, on any Part or Parts of the said Fields, Meadows, Pastures, Moors, and Greens, incumbent, inherent, or being; but that every Proprietor therein, and his, her, or their, Trustee or Trustees, of all and every Allotment or Allotments, Share or Shares, to be assigned or appointed to be by him, her, or them, accepted by the Intent or Provision of this Act thereof respectively, shall stand seised to the same or like Use or Uses, and under and subject to the same or like Limitations, Conditions, Estates, Jointures, Charges, and Trusts, as he, she, or they, did of or in the Part or Share of or in the said Fields, Meadows, Pastures, Moors, and Greens and Commons therein, which they severally and respectively did enjoy before this Act was made, and in lieu whereof such Allotments shall be made; and that all and every Person and Persons now, or at any time hereafter, claiming or to claim any Estate in Reversion or Remainder, of, in, or to, any Part or Parts of the said Fields, Meadows, Pastures, Moors, and Greens, or Common Right therein, or of any other Lands in the said Lordship of *Stillingfleet*, by virtue of any such Deeds, Wills, Settlements, or Limitations aforesaid, or otherwise, shall have the same or like Estate in the Lands to be allotted to the present Possessor or Possessors, in lieu of such Part or Parts of the said Fields, Meadows, Pastures, Moors, and Greens, and Common Rights therein, as he, she, or they, might have had in the Part or Parts now comprised in such Deeds, Wills, Settlements, or Limitations, in case this Act had not been made; and shall hold and enjoy the same, together with his, her, or their, other Lands in the said Lordship of *Stillingfleet*, when he or they shall be intitled to the Possession thereof, free from all Common Right, and all great Tythes, and subject to such Proportion and Proportions of the said several yearly Composition-rents as shall be thereupon respectively assessed by the said Commissioners, or any of them, pursuant to the Powers hereby given them.

Provided always, and be it further Enacted, by the Authority aforesaid, That all Out-rents, Fee-farm-rents, and other Payments, Mortgages, Charges, and Incumbrances respectively, issuing out of, or due and payable,

payable, or to become due and payable, to any Person or Persons whatsoever, for, or in respect of, or charged upon, any of the Lands or Tenements of the said Proprietors in the said Fields, Meadows, Pastures, Greens, and Moors, or any of them, shall, from and after the making an Award by the said Commissioners, or any of them, in manner as aforesaid, be respectively issuing and payable out of, and charged upon, such Parts and Shares thereof as to the said Proprietors shall be respectively allotted and set forth, in the same Award, in lieu of their said former Lands and Tenements; and the Persons to whom such Lands, out of or upon which any such Out-rent, Fee-farm-rent, or other Payment, Mortgage, Charge, or Incumbrance, as aforesaid, is now, or shall then be, issuing or payable, or charged, shall be allotted, or the same Lands shall not be chargeable therewith.

Provided also, and be it further Enacted, by the Authority aforesaid, That nothing herein contained shall be construed to defeat, lessen, or prejudice, the Right, Title, and Interest, of the said *Eaton Mainwaring Ellerker* of, in, and to, the Seignior and Royalties incident and belonging to the Manor of *Stillingfleet* aforesaid; but that he the said *Eaton Mainwaring Ellerker*, and all and every Person and Persons, Lord and Lords of the said Manor for the Time being, shall and may, from time to time, and at all times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquisites, and Profits of Courts, Goods and Chattels of Felons and Fugitives, Felons of themselves, and Persons put in Exigent, Deodands, Waifs, Estrays, Forfeitures, and other Royalties and Seignior, to the said Manor, or to him, them, or any of them, as Lord or Lords thereof, incident, appendant, belonging, or appertaining, in as full, ample, and beneficial manner, to all Intents and Purposes, as he, they, or any of them, could or might have held or enjoyed the same, in case this present Act had not been made (other than and except such Rents, Customs, Services, and Forfeitures, to which any of the Copyhold Lands or Tenements aforesaid, which shall be changed to Freehold, as before-mentioned, are now subject, in regard only of their being now Copyhold; and other than and except such Right of Common as could or might be claimed by him or them respectively, as Lord or Lords of the said Manor, or otherwise, upon the Premises so intended to be divided and inclosed.)

Provided also, and be it further Enacted, by the Authority aforesaid, That, in all future Rates and Levies to be made in the said Township or Parish of *Stillingfleet* aforesaid, the said annual Composition-rents of and agreed to be paid for the great Tythes in *Stillingfleet* aforesaid, belonging to the said Rectory, as aforesaid, shall be respectively assessed to all publick Rates, Taxes, and Assessments, in the same Proportion as the Lands and other Tenements in the said Township or Parish are or shall be rated and assessed, and not to the Full of the said Composition-rents, respectively, unless the Landholders therein are or shall be, at the same time, assessed to the full yearly Value of their Lands, but always in a just Proportion thereto.

And be it further Enacted, by the Authority aforesaid, That the said Commissioners, or any of them, shall and may, by their Award, as aforesaid, assign and allot, in any Place or Places in the said Fields, Meadows,

dows, Pastures, Greens, and Moors, in or on the same Lands, all such private Ways for Persons, Cattle, and Carriages, for the Convenience of the Persons interested therein, as they shall judge proper; and direct by whom such Ways shall be maintained and repaired; and also shall and may ascertain, lay out, and appoint, all publick and common Highways through the said Fields, Meadows, Pastures, Moors, and Greens, or any of them, not to be less than Feet of Affize broad in the Clear: And that it shall not be lawful for any Person or Persons, on Foot or on Horseback, or with any Beast, Coach, Cart, Waggon, or other Carriage whatsoever, to use any other Way or Road in or over the said Fields, Meadows, Pastures, Greens, or Moors, or any of them, but such Highways and Roads as by the said Commissioners, or any of them, shall be so ascertained, laid out, and appointed, as aforesaid; and that all such publick and common Highways, when so ascertained, laid out, and appointed, as aforesaid, shall, from time to time, be repaired by the Parish or Township of *Stillingfleet* aforesaid, in such manner as have been heretofore accustomed, and as by the Laws of this Realm they are obliged to repair.

And be it further Enacted, by the Authority aforesaid, That the Award and Determination of the said Commissioners, or any of them, for the dividing and allotting the said Fields, Meadows, Pastures, Moors, and Greens, and for directing and ascertaining each Proprietor's Proportion of the said several Composition-rents, and for the ascertaining and setting forth all publick and private Ways, and directing and ordering the Ditches, Fences, Bridges, Gates, Hedges, and Stiles, to be made upon the said Inclosures, and other the Matters to them hereby referred, except for settling the Rate of the Charges and Expences aforesaid (which Rate they may settle at any time within after the Making of their said Award), shall be fairly written and engrossed on Parchment, and be signed and sealed by the said Commissioners, or any of them; and the said Award and Determination, so to be signed and sealed, shall be inrolled in the publick Register-Office, established at *Beverley* by an Act of Parliament passed in the Sixth Year of the Reign of her late Majesty Queen *Anne*, for the publick registering all Deeds, Conveyances, Wills, and other Incumbrances, that shall be made, or may affect any Honours, Manors, Lands, Tenements, or Hereditaments, within the East Riding of the County of *York*, or Town and County of the Town of *Kingston upon Hull*: And the Register of the said Office, or his Deputy, is hereby required to inroll the said Award and Determination in the proper Book for Inrolling of Bargains and Sales of Lands, and to take such Fees only for inrolling the same, as are allowed him by the said Act for inrolling any Bargain and Sale; and a Copy of such Inrolment of the said Award, under the Hand of the said Register, or his Deputy, shall be allowed and read as Evidence in all Courts of Law and Equity: And the said Register, or his Deputy, shall be allowed no more for the making and signing any such Copy than a Sheet, each Sheet to contain Words: And the said Register, or his Deputy, shall permit and suffer any Person or Persons whatsoever, from time to time, and at all times, within the Office hours of Attendance, to peruse and inspect the Inrolment of the said Award at the said publick Office, paying to the said Register, or his Deputy, for every such Perusal or Inspection and no more.

Provided always, and be it further Enacted, by the Authority
aforesaid, That if, within after the Making of the said
Award by the said Commissioners, or any of them, any Dispute or
Difference shall arise among or between any of the Proprietors in the said
Fields, Meadows, Pastures, Moors, or Greens, touching any of their Right
to any Allotment or Allotments to be made by the said Commissioners, by
their said Award, then every such Dispute or Difference shall be referred to
any neighbouring Gentlemen, not having any Interest in any Lands
within the said Manor of *Stillingfleet*, who shall be chosen for that Purpose
by the said Commissioners, hereby nominated and authorized, or any
of them; and that the Award and Determination of such Gentlemen,
or any of them, made within Months next after such Choice,
touching such Matters in Difference, shall be

Saving always to the KING's most Excellent M A J E S T Y, his Heirs and Successors, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Successors, Heirs, Executors, and Administrators (Other than the several Proprietors and Persons aforesaid, interested, as aforesaid, in the said Fields, Meadows, Pastures, Moors, and Greens, and Rectory and great Tythes of *Stillingfleet*, his, her, and their Heirs, Successors, Executors, and Administrators, respectively); All such Right, Title, and Interest, as they, every, or any of them, had and enjoyed of, in, to, or out of, the said Fields, Meadows, Pastures, Moors, and Greens, so intended to be divided and inclosed, as aforesaid, before the Passing of this present Act, or could or might have had and enjoyed, in case this Act had not been made.

A BILL to confirm and establish an Agreement for Dividing and Inclosing several Fields, Meadows, Pastures, Moors, and Greens, in the Lordship of Stillingfleet, in the County of York; and for setting certain yearly Payments to the Impropiators of the Rectory, and to the Vicar, of Stillingfleet aforesaid, in lieu of the great and small Tythes belonging to the said Rectory and Vicarage.

